

Request for Bid

LAWN MOWING SERVICES

Public Bid

Holly Area Schools

Bid Release Date: Monday, February 26, 2007

Pre-Bid Meeting Date:

Thursday, March 15, 2007 – 2:00 p.m., local time.

Proposal Due Date:

**Thursday, March 29, 2007
10:00 a.m., local time.**

Return to:

**Denis Taylor
Facility Supervisor
Holly Area Schools
111 College Street
Holly, MI 48442
(248) 328-3163/467-0355**

Late Proposals will be Rejected

INFORMATION TO BIDDERS

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TENTATIVE TIME LINE

Monday, February 26, 2007	Bids Released
Thursday March 15, 2007	Pre Bid Meeting at 2:00 p.m., local time
Thursday March 29, 2007	Bid Opening at 10:00 a.m., local time
Monday April 16, 2007	Start Service – week of
Friday October 26, 2007	End Service – week of

INFORMATION TO BIDDERS

1. AUTHORITY

Holly Area Schools, hereby referred to as Owner, has the authority to obtain the best possible proposal for specified services. The Owner expects a complete service, as defined in the specifications. Owner **will** accept partially completed bids.

2. RECEIPT AND OPENING OF BID PROPOSALS

- A. Bid Proposals will be opened and read aloud on Tuesday, March 29, 2007 at 10:00 a.m. at the following location:

Holly Area Schools
Administrative Building,
111 College Street
Holly, MI 48442

- B. Bids received after designated bid receipt deadline will be returned unopened.

- C. Proposal must be sealed with bidder's name on the outside of the envelope and designated as follows:

Sealed Proposal
HOLLY AREA SCHOOLS
Attn.: Steven A. Lenar, Assistant Superintendent
District Wide Lawn Mowing Services
Bidder Name, Address, Phone Number

- D. Bids shall be submitted on the Bid Proposal Form furnished with all blank spaces filled in. All blanks on the bid form shall be filled in by typewriter or manually in ink. All alterations or erasures shall be initialed by the bid signer
- E. The Owner shall have the right to waive any informality or irregularity in any bid received and to accept bids which, in his/her judgment, are in his/her own best interest.
- F. The Owner shall award bids based upon Site Grouping and reserves the right to award these groups in such a manner as it deems is in the best interest of the District. Multiple contractors may be selected.
- G. The bidder, by making his/her bid, represents that he/she has read and understood the contract and bid documents, and that his/her bid is made in accordance therewith.
- H. Bid prices shall include all applicable taxes, bonds, overhead, profit and other pertinent costs. Bid prices provided on the Bid Proposal Form shall be binding for the duration of the mowing season. No additional costs to this contract will be authorized during the contract period without written authorization from the Owner.
- I. Oral, telephone, facsimile or telegraphic bids are invalid and will not receive consideration.
- J. Any bid may be withdrawn prior to the scheduled time for opening of bid proposals.
- K. A bid may not be modified, withdrawn or canceled by the bidder for thirty (30) calendar days following the time and date designated for the opening of bids, and bidder so agrees in submitting his/her bid.
- L. The bid proposal form will be considered a portion of the contract document.

3. QUALIFICATION OF BIDDER

- A. The Owner reserves the right to request qualification information from any bidder before issuing documents, receiving bids or awarding a contract. The Owner may, at his/her sole discretion, accept or reject bidders as qualified. The right to waive any informality in qualification materials is reserved by the Owner. The Bidder, in submitting his/her bid, agrees to accept the decision of the Owner as final.
- B. The selected Contractor and its supplier shall have been actively engaged in supplying similar services for a period of five (3) years and shall be required to provide names and addresses where those services have been provided.
- C. To enable the Owner to evaluate the competency and financial responsibility of the bidder, the bidder shall furnish the following information:
 - 1) A list of similar projects completed during the previous five years, including the name and phone number of a contact person. All school contracts shall be listed.
 - 2) A statement regarding any past, present, or pending litigation with an owner. Such additional information may be required to satisfy the Owner that the bidder is adequately prepared, in technical experience, or otherwise, to fulfill the contract.
- D. The submitters shall provide full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest and disqualification as governed by the codes of rules of professional responsibility and conduct.

4. SOLE BIDDER

If only one bid is received in response to the Invitation to Bid, a detailed cost proposal will be requested of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable. The Owner reserves the right to cancel the bid if there is only one bid received. The Owner's decision will be final.

5. DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidder shall promptly notify the Owner of any ambiguity, inconsistency, or errors which they may discover upon examination of the contract documents or of the site and local conditions. Bidders requesting clarification or interpretation of the bid documents shall make a written request to the Owner to reach him/her at least seven (7) calendar days prior to the date for receipt of bids for transmittal to the Owner. Direct all questions to:

Denis Taylor
Facility Supervisor
Holly Area Schools
111 College Street
Holly, MI 48442
(248) 328-3163 Phone
(248) 248-3145 Fax

- B. Any interpretation, correction, or change of the contract documents will be made by written addendum by the Owner and issued by the Owner. Interpretations, corrections, or changes of the document made in any other manner will not be binding. Addenda will be delivered via mail or facsimile to all who are known by the Owner to have received contract documents. Bidders shall acknowledge receipt of addenda on the Bid Proposal Form.

6. INSPECTION OF CONTRACT DOCUMENTS

A. Bid documents are located and may be obtained at:

Holly Area Schools
Business Office
111 College Street
Holly, MI 48442
(248) 328-3150

- B. The Owner does not assume any responsibility for errors, omissions or misinterpretations resulting from the use of incomplete sets of contract documents.
- C. The Owner, in making copies of the contract documents available, does so only for the purpose of obtaining bids on construction of the work, and does not confer a license or grant for any other use, therefore does not warrant its completeness and adequacy.

7. BID SECURITY

Bid Security will **not** be required on this project.

8. PERFORMANCE AND PAYMENT BOND

Performance and payment bonds will **not** be required on this project.

9. CERTIFICATE OF INSURANCE

- A. Before commencement of any work, a Certificate of Insurance executed by bidder's insurance agent or carrier showing required insurance coverage shall be submitted. A Thirty Day Cancellation Clause is required on all policies. Failure to provide the Certificate may be considered material breach of the agreement and may be grounds for terminating the agreement.
- B. As a condition of performing work for the Owner as a Contractor, the Contractor must provide Owner with satisfactory evidence of its insurance coverage as follows:
- 1) Worker's Compensation and Employers' Liability Insurance covering your statutory obligations in the State of Michigan.
 - 2) Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non owned and hired automobiles.
 - 3) Commercial Liability Insurance written on an OCCURRENCE policy form that includes coverage for your operations, personal injury, XCU (explosion, collapse and underground), independent contractors, contractual, and products-completed operations with limits of liability as follows:
 - a. If your policy is written on the 1986 ISO Simplified form:
 - \$1,000,000 Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Product- Completed Operations Aggregate
 - b. If your policy's general aggregate is per job, then a \$1 million limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.
 - c. If your policy is written on a form other than the 1986 ISO Simplified form:

\$1,000,000 Occurrence (bodily injury and property damage combined)
\$1,000,000 Aggregate (applicable to products-completed operations only)

- 4) That Owner is an additional insured on the General Liability and Umbrella Liability policies certified.

10. EXAMINATION OF SITE

The bidder shall be held to have examined the premises and site so as to compare them with the contract drawings and specifications, and to have satisfied themselves as to the condition of the premises, obstructions, the actual levels, and other factors necessary for carrying out the work before the delivery of their proposal. The bidders shall also acquaint themselves with the character and extent of the Owner's operations in the area of the work, so that they may plan their services accordingly. No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the bidder, or on account of interference by the Owner's or other Contractor's activities. It shall be expressly understood that the Owner's operations will take precedence over any other activity.

11. PRE-BID CONFERENCE

- A. A pre-bid meeting is scheduled as follows to review the specifications and expectations of the contracted services:

Thursday, March 15, 2007, 2:00 p.m. local time
Holly Area Schools
Administration Building, Room 4
111 College Street
Holly, MI 48442
(248) 328-3151

- B. Attendance at the pre-bid conference is preferred in order to submit a bid proposal for these services.
- C. Responses to questions and requests for clarifications will be made by addenda only after the pre-bid conference if required. Any representations and/or oral discussions not confirmed by addenda will not be binding upon the Owner.

12. POST-BID INFORMATION

- A. After the bids are received, tabulated, and evaluated by the Owner, the apparent lowest bidder (s) shall meet with the Owner at a post-bid meeting, if requested by Owner, for the purpose of determining any contract overlaps or omissions, and shall provide the following information:
- 1) Designation of the work to be performed by the bidder with his/her own forces, and that to be contracted.
 - 2) Complete detailed cost breakdown including manpower requirements and costs associated with work activities.
- B. The bidder is required to submit information regarding the names and backgrounds of the bidder's equipment operators and responsible company officials, if requested, and establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to deliver the services described in the contract documents.
- C. The Owner reserves the right to physically inspect and view the Contractor's equipment at any time prior to awarding a contract or upon request at a later date.

13. ACCEPTANCE AND REJECTION OF BID PROPOSALS

- A. Low bid price is not always the determining factor in the awarding of the bid. Other factors considered may include, but not be limited to, delivery and/or completion time, quality, past performance, and references.
- B. The contract shall be awarded in the form of a Purchase Order mailed or facsimiled to the Contractor(s) selected.
- C. The Owner shall have the right to accept combination bids received from a bidder for more than one bid category.
- D. Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
 - 1) If bid proposal form furnished is not used, altered, or incomplete.
 - 2) If there are unauthorized additions, qualifications, conditions, or irregularities of any kind which may make the bid incomplete, indefinite or ambiguous as to its meaning.
 - 3) If bidder adds any provisions reserving right to accept or reject any awards of contract.
 - 4) If unit or lump sum prices or alternates contained in the bid schedule are obviously unbalanced either in excess of, or below, reasonable costs analysis values.
 - 5) If bid security does not accompany bid proposal form.
 - 6) Failure of the bidder to inspect the proposed sites.
 - 7) Bidder's lack of expertise as shown by past work and judged from the standpoint of workmanship and performance history or past references.
 - 8) If any pertinent instructions to bidders are not fully complied with.

14. SALES TAX

Owner is exempt from all taxes. A tax exemption certificate will be issued upon request.

15. PAYMENT

- A. Payment will be processed within thirty (30) days of receipt of invoice, assuming no discrepancies exist, after approval of request for payment. **All invoices shall have invoice numbers printed on them.** Final payment will be approved only after completion of all punch list items and receipt of all required documentation by Owner.
- B. The Contractor is responsible for submitting all invoices within thirty days of the date for which services are rendered. **Invoices for services rendered during the month of June must be submitted by June 30, 2007.**

16. SCHEDULING AND HOURS OF WORK

- A. Mowing services shall be performed at times mutually agreed upon between Owner and Contractor. Contractor shall be responsible for complying with all local ordinance regarding working times. Contractor assumes all liability for complying with local ordinances. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible.
- B. Scheduling of work must be coordinated with the individual facilities' operational needs in order to avoid disruption or unsafe conditions.
- C. Each cutting/trimming shall be completed the same day or consecutive days.
- D. The Contractor shall contact the Principal at each school by April 11, 2007 to discuss mowing schedules, site activities and expectations. A list of contact names and numbers will be provided.

17. SAFETY AND PROTECTION OF SITE

- A. All work must be performed within the codes, standards and municipal ordinances of the community within which the property is located and must meet all federal, state and local regulations.
- B. The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the Owner, and the Contractor must take all necessary steps to assure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.
- C. All machinery shall be operated by trained and qualified personnel.
- D. **No mowing or trimming shall take place within 300 feet of students and staff during normal school hours.** The Contractor shall immediately cease mowing operations when school related activities prevent the Contractor from achieving the designated separation distance. Mowing shall resume at a later time when conditions permit safe operation of equipment. Under no circumstances shall mower discharge chutes be directed towards students, staff or persons using the school property.
- E. The work area shall be cleaned at the end of each work day. All waste, tools, equipment, etc., shall be removed or safely stored. The Owner is not responsible for theft, damage or loss of materials to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day.
- F. Contractor shall perform all work so that no damage to the building, grounds or finished materials result. Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error and shall repair any damage to the satisfaction of the Owner. The Owner reserves the right to repair all damages with other sources if the Contractor fails to do so. The Contractor shall then be back-charged for all costs required to complete these repairs.
- G. The Contractor shall be responsible and liable for any and all damages caused by any action or inaction of an employee or subcontractor working for the Contractor.
- H. In the event that the Contractor causes building damage which compromises the security of the building, the Contractor is responsible for immediately contacting the Owner's representative.

18. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Owner, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the seller hereunder, whether or not there is concurrent negligence on the part of the Owner, but excluding liability due to the active negligence or willful misconduct of the Owner. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for seller or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.

19. WORKMANSHIP/INSPECTION

- A. Performance will be evaluated based upon the expectation of a neat, professional looking appearance of the grounds.
- B. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.
- C. The Owner may request a meeting with the Contractor at any time for the purpose of evaluating the Contractor's performance. Items not completed to the satisfaction of the Owner will be corrected by the Contractor within a mutually agreed timeframe. Failure by the Contractor to remedy concerns of the Owner may result in the termination of this contract.

20. TERMINATION OF CONTRACT

- A. The Owner reserves the right to review and/or terminate the contract if at any time the Contractor fails to conform to the requirements of this contract, seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt, if any legal proceedings are commenced against Contractor which may interfere with the performance of the contract or if the Contractor has failed to supply an adequate working force, or material or proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended by the terms of the contract.
- B. In the event of termination of the contract, any excess of the cost arising there from will be charged against the Contractor and his sureties, who will be liable thereof. All monies due the Contractor or retained under terms of the contract shall be forfeited to the Owner.

21. SPECIFICATION OF SERVICES**A. SCOPE OF WORK**

- 1) All District sites shall be mowed and trimmed weekly to maintain a neat, uniform appearance. District sites shall not be mowed and trimmed more frequently unless requested by Owner.
- 2) Mowing shall occur approximately one time per week at each site and in no case shall more than 10 calendar days pass between mowing at each site unless specifically directed by Owner to extend the length of time between mowings. Sites shall be trimmed every time they are mowed at the same time they are mowed.
- 3) Each cutting/trimming shall be completed the same day or consecutive days.
- 4) Bids are to be submitted and the contract(s) awarded on a per cut basis.

B. GENERAL CONDITIONS

- 1) Mowing must be available at the awarded rate at all times between April 16th and October 26th.
- 2) Mowing will not exceed 28 cuts nor be less than 20 cuts during the cutting season.
- 3) The Owner reserves the right to postpone mowing operations when weather, financial or other conditions necessitate a reduction of the mowing services.
- 4) All employees working for the Contractor must wear shirts at all times while on district property unless grant an exception by the Owner's representative?
- 5) Smoking is illegal and not permitted on school grounds from 7:00 a.m. to 6:00 p.m. on school days. The Contractor shall ensure all employees observe this law.
- 6) The Contractor shall provide the Owner with a means of immediate communication regarding site completion, emergencies or any other occasion that may arise. A cellular phone number or pager number of the person responsible for managing this contract must be provided on the bid proposal form.

- 7) The Contractor shall provide a list of available mowing /trimming equipment for this contract. This list must be submitted with the Bid Proposal.
- 8) The Contractor shall not apply any pesticides or herbicides without the Owner's written approval.
- 9) Additional services or operations such as aerification, fertilization, dethatching, fall clean up, etc., shall be negotiated on an as needed basis and approved in advance. Non-approved work will not be paid for. Bid prices for some of these services shall be provided as requested on the Bid Proposal Form.

C. EQUIPMENT

- 1) All mowing operations are to be performed using machines manufactured by companies recognized for producing quality commercial turf equipment. All equipment shall be mechanically sound and reliable.
- 2) All blades will be sharp and properly adjusted for height and cutting sharpness.
- 3) All mower decks shall be equipped with discharge chutes which must be in place at all times when persons are within 300 feet of the mowing operation taking place on school district property.
- 4) At no time shall an operator of a piece of equipment leave that equipment unoccupied and running or capable of being started.
- 5) Mowers are to be set to cut at a minimum of two (2) inches and grass shall never exceed a total height of four (4) inches between cuts. Mowing height shall vary within the range depending on growth rates, moisture and other factors.
- 6) Trimming will be performed with nylon cord trimming equipment

D. MOWING

- 1) All litter such as paper, cans, bottles, branches, etc. must be picked up and disposed of prior to mowing.
- 2) Mowing frequency shall be such that the grass cutting or clippings are not of sufficient quantity to detract from the overall site appearance. If the time between cuttings must be extended for any reason, thereby causing an excessive amount of clippings on the lawn, or if the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the Owner.
- 3) Mowing shall be coordinated to prevent the depositing of mowing debris into planters or flower beds. Any clippings or debris blown into these areas shall be removed immediately.
- 4) All non-turf areas such as sidewalks, patios, entrances, planters, etc., shall be free of clippings and cutting debris via means of blowers, sweepers or other equipment.

E. TRIMMING

- 1) Trimming shall be done simultaneously with the mowing operation. Trimming is to be completed each time a site is mowed.
- 2) Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, back stops, play areas, playground equipment, under fixed bleachers, next to buildings where established plantings are not present, and around all other obstacles to provide a neat and even appearance to the entire site.
- 3) Care shall be used when trimming around trees and wooden posts to prevent damage to these items.

F. EDGING

- 1) All turf terminations at paving and cement details shall be vertically edged to remove overgrowth. Edges shall be cleaned of all debris following edging process.
- 2) Edging shall be completed three (3) times during the mowing season. The first edging shall occur no later than May 27th, the second time between July 21st and August 4th and the third time between September 22nd and October 6th.

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

LEGAL STATUS OF BIDDER

1. A Corporation organized and existing under the laws of the State of _____

2. Name, title, and signature of individual duly authorized to execute contracts:

Name: _____

Title: _____

Signature: _____

REFERENCES: Attach the names of five references to your bid, preferably school districts.

Name of Company/District: _____

Contact Person: _____ Phone No: _____

Name of Company/District: _____

Contact Person: _____ Phone No: _____

Name of Company/District: _____

Contact Person: _____ Phone No: _____

Name of Company/District: _____

Contact Person: _____ Phone No: _____

BID PROPOSAL
DISTRICT WIDE LAWN MOWING SERVICES

<u>GROUP</u>	<u>LOCATION</u>	<u>COST FOR LOCATION PER CUT</u>
GROUP ONE	Holly High School (Excluding varsity Softball, Baseball and Football Fields)	\$ _____
	<u>*GROUP ONE TOTAL</u>	\$ _____
GROUP TWO	Davisburg Elementary	\$ _____
	Rose Pioneer Elementary	\$ _____
	<u>*GROUP TWO TOTALS</u>	\$ _____
GROUP THREE	Karl Richter Campus (Excluding Soccer Field)	\$ _____
	Holly Elementary	\$ _____
	Administration Building	\$ _____
	<u>*GROUP THREE TOTALS</u>	\$ _____
GROUP FOUR	Sherman Middle School	\$ _____
	Patterson Elementary	\$ _____
	<u>*GROUP FOUR TOTALS</u>	\$ _____

*May be less than sum of individual bids if Contractor elects to provide discount for award of entire group.

Firm Name: _____

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFB. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences and civil damages awards.

I hereby certify that I am authorized to sign as a representative for the following firm:

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

Cellular Phone: _____ Pager No.: _____

Name: _____

Position: _____

Signature: _____

Check Off

	A list of equipment owned and proposed to be used for these services is enclosed.
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NONCOLLUSION AFFIDAVIT

No bid will be accepted that does not have this form completely executed.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the Case of a joint bit each party thereto certifies as to its own organization, under perjury, that to the best of Knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices With any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been Knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, Directing or indirectly, to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to insure any other person, partnership, or Corporation to submit or not to submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.
- (e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of This certificate by the signature of this bid or proposal in behalf to the corporation bidder.

(Individual)

(Corporation)

Date: _____

By _____

This Non-Collusion Affidavit must be submitted with the Bid.

